



1 the Continuing Guaranty. BDL admits this action is a maritime and admiralty claim within the  
2 provisions of Rule 9(h) of the Federal Rules of Civil procedure and within the Supplemental  
3 Rules for Certain Admiralty and Maritime Claims and of the Court.

4 2. BDL is without knowledge or information sufficient to admit or deny the  
5 allegations of Paragraph 2 of the Complaint, and therefore denies the same.

6 3. BDL admits that the vessel MACHIAVELLI, Official Number 1167583 is a  
7 Sunseeker ("Vessel"), and is within the navigable waters of the United States and within the  
8 jurisdiction of the Court. BDL denies that the Vessel is 82". BDL admits that the approximate  
9 value of the Vessel is more than \$2,000,000.00.

10 4. Admitted.

11 5. Paragraph 5 of the Complaint contains no allegations directed to BDL, and they  
12 are therefore denied.

13 6. Paragraph 6 of the Complaint contains no allegations directed to BDL, and they  
14 are therefore denied.

15 7. Paragraph 7 of the Complaint states legal conclusions to which BDL need not  
16 respond. BDL admits that it executed a Promissory Note in the amount of \$1,963,000.00 and a  
17 Loan Agreement on or about January 26, 2005. BDL denies all other allegations of this  
18 paragraph as they pertain to BDL. The Promissory Note and Loan Agreement, respectively  
19 marked as Exhibits "1" and "2" to the Complaint, speak for themselves.

20 8. Paragraph 8 of the Complaint states legal conclusions to which BDL need not  
21 respond. BDL admits that it executed a Preferred Ship Mortgage covering the  
22 MACHIAVELLI on or about January 26, 2005. BDL denies all other allegations of this  
23 paragraph as they pertain to BDL. The Preferred Ship Mortgage, marked as Exhibit "3" to the  
24 Complaint, speaks for itself.

25 9. Paragraph 9 of the Complaint states legal conclusions to which BDL need not  
26 respond. BDL denies all other allegations of this paragraph as they pertain to BDL. The  
27 Abstract of Title of the Vessel, marked as Exhibit "4" to the Complaint, speaks for itself.

28 10. Paragraph 10 of the Complaint contains no allegations directed to BDL, and they

1 are therefore denied.

2 11. Paragraph 11 of the Complaint contains only legal conclusions to which no  
3 answer is required, and it is therefore denied.

4 12. Paragraph 12 of the Complaint contains no allegations directed to BDL, and they  
5 are therefore denied.

6 13. The first sentence of Paragraph 13 of the Complaint contains only legal  
7 conclusions to which no answer is required, and it is therefore denied. BDL is without  
8 knowledge or information sufficient to admit or deny the remaining allegations of Paragraph 13  
9 of the Complaint, and therefore denies the same.

10 14. BDL is without knowledge or information sufficient to admit or deny the  
11 allegations of Paragraph 14, and therefore denies the same.

12 15. BDL is without knowledge or information sufficient to admit or deny the  
13 allegations of Paragraph 15, and therefore denies the same.

14 **PRAYER FOR RELIEF**

15 BDL hereby denies that Plaintiff is entitled to judgment on any allegations or counts  
16 asserted in the Complaint, and further denies that Plaintiff is entitled to the relief requested in  
17 the Complaint.

18 BDL further avers that any allegations not deemed to be specifically addressed in this  
19 Answer are hereby denied.

20 **AFFIRMATIVE AND OTHER DEFENSES**

21 In asserting the following affirmative and other defenses to Plaintiff's claims, BDL does  
22 not concede that the assertion of such defenses imposes any burden of proof on BDL with  
23 respect thereto. BDL has not yet completed its investigation and, to the extent that  
24 investigation and/or discovery warrant, reserves the right to supplement, amend or delete any or  
25 all of the following affirmative or other defenses prior to any trial of this action.

26 **FIRST AFFIRMATIVE DEFENSE**

27 The Complaint fails to state causes of action upon which relief can be granted.

28 **SECOND AFFIRMATIVE DEFENSE**

1 The causes of action alleged in the Complaint are barred, in whole or in part, because  
2 Plaintiff failed to mitigate damages.

3 **THIRD AFFIRMATIVE DEFENSE**

4 The causes of action alleged in the Complaint are barred, in whole or in part, by the  
5 applicable statute of limitations.

6 **FOURTH AFFIRMATIVE DEFENSE**

7 The causes of action alleged in the Complaint are barred, in whole or in part, because  
8 BDL's actions were undertaken in good faith with the absence of malicious intent, and  
9 constitute lawful, proper and justified means to accomplish legitimate business objectives.

10 **FIFTH AFFIRMATIVE DEFENSE**

11 The causes of action alleged in the Complaint are barred, in whole or in part, because  
12 Plaintiff's injuries and damages, if any, were caused by a superseding cause.

13 **SIXTH AFFIRMATIVE DEFENSE**

14 The causes of action alleged in the Complaint are barred, in whole or in part, because  
15 Plaintiff's damages, if any, were caused, in whole or in part, by Plaintiff's own actions or by  
16 parties unrelated to BDL.

17 **SEVENTH AFFIRMATIVE DEFENSE**

18 The causes of action alleged in the Complaint are barred, in whole or in part, because  
19 BDL substantially complied with any and all applicable statutes, regulations and/or laws.

20 **EIGHTH AFFIRMATIVE DEFENSE**

21 The causes of action alleged in the Complaint are barred, in whole or in part, by the  
22 mandatory arbitration provision in paragraph 6.1 of the Loan Agreement and paragraph 4.2 of  
23 the Continuing Guaranty.

24 **NINTH AFFIRMATIVE DEFENSE**

25 The causes of action alleged in the Complaint are barred, in whole or in part, because  
26 Plaintiff acted with full knowledge and understanding of the relevant facts and circumstances  
27 surrounding the transactions and relations at issue in this litigation and assumed the risk due to  
28 the acts and omissions of the Plaintiff and of third parties.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**TENTH AFFIRMATIVE DEFENSE**

BDL reserves the right to assert other affirmative defenses when and if it becomes appropriate in this action, and reserves the right to amend this Answer to assert such additional defenses in the future or at trial.

**REQUEST FOR RELIEF**

BDL prays that this Court enter judgment against Plaintiff as follows:

1. Dismissing Plaintiff's Complaint with prejudice;
2. Declaring that Plaintiff recovers nothing from BDL;
3. Awarding BDL its costs and attorneys' fees in this action; and
4. Granting BDL such other and further relief as this Court deems just and proper.

WRIGHT & L'ESTRANGE  
Attorneys for Defendant BDL Worldwide  
L.L.C.

Dated: August 27, 2010

---

/s/ *Alexander T Gruft*  
Alexander T Gruft  
[agruft@wllawsd.com](mailto:agruft@wllawsd.com)